

CONTRACT PERIOD THROUGH FEBRUARY 28, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PSYCHIATRISTS – CORRECTIONAL HEALTH**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **FEBRUARY 07, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Tom Timmons, Correctional Health
Sharon Tohtsoni, Materials Management

(Please remove Serial 96095-ROQ from your contract notebooks)

SECTION I**WORK STATEMENT****PSYCHIATRIC SERVICES - CORRECTIONAL HEALTH****1. EFFECT**

The intent of this solicitation is to hire Psychiatrists, Nurse Practitioners, and Physician Assistants to provide psychiatric services to inmates detained in Maricopa County Jails and Juvenile Centers. To the extent that the Work Statement is in conflict with the General Provisions, the Work Statement shall control.

2. DUTIES

Contractor will:

- A. Provide direct psychiatric evaluation, consultation and biological treatment of patients as medically and psychiatrically indicated.
- B. Interview each new admission to psychiatric units to reach a diagnosis.
- C. Document psychiatric evaluations to record, in standard SOAP format, and how the diagnosis was established according to CHS procedures.
- D. Assist treatment team to develop Special Needs Treatment Plans (SNTP).
- E. Participate in the development of patient services data. Document patient encounters according to CHS procedures.
- F. Re-evaluate patients under care to determine progress or lack of progress, to refine a diagnosis and/or treatment, and to monitor the effectiveness of psychotropic medications.
- G. Meet with peers and staff as requested and scheduled by the Director of Psychiatry, Medical Director or CHS Director; attend special meetings to identify and resolve issues specific to delivery of quality psychiatric care, as requested by the Director of Psychiatry, Medical Director or CHS Director.
- H. Provide education and training to CHS and detention staff as requested by the Director of Psychiatry.
- I. Evaluate patients and prepare reports for the Courts as assigned by the Director of Psychiatry. Provide testimony to the Court as requested.
- J. Participate in and/or conduct Grand Rounds with staff, medical providers, community providers, residents and medical students as assigned by the Director of Psychiatry.
- K. Keep current and maintain professional skills, including participating in conferences and such other activities and services as would appropriately fall within the professional aspects of a correctional health setting. This participation includes continuing education. Prior approval of the CHS Director will be required for any training which the Contractor attends for which the County compensates the Contractor for their time while attending the training.
- L. Contractor agrees to provide contracted services, including on-call coverage, set out in the approved Provider Schedule developed by the Director of Psychiatry and approved by the Department Director.
- M. Maintain current licenses, DEA, and BLS certification, and provide copies of credentials for Departmental files and with the CHS Medical Director.
- N. Participate in the "on-call" services as needed.
- O. Provide a copy of current professional licenses to the CHS Director within thirty (30) days of approval of this contract.

- P. Contractor must meet and participate in CHS quality assurance standards and protocols.

3. OUTCOMES

Contractor agrees to achieve the following outcomes:

- A. All services provided to patients are documented in medical charts within twenty-four hours of providing the service.
- B. All new admissions to psychiatric units are interviewed and a diagnosis recorded in the medical chart within thirty-six hours of admission and within seventy-two hours over a weekend or holiday.
- C. Consult and/or meet regularly with the treatment team. Participate in the development of Special Needs Treatment Plans (SNTTP).
- D. Patient evaluations are documented in the medical chart.
- E. Patients are re-evaluated regularly (no less than once a month). Re-evaluations are documented in medical charts within twenty-four hours.
- F. Patient encounters are recorded on a timely basis. Contractor cooperates in the development of patient service data as requested.
- G. Reports to the Court are submitted within requested dates.
- H. The Director of Psychiatry will report Contractor's compliance with attendance at regularly scheduled meetings, Grand Rounds or other assigned events.
- I. Contractor statements of service must correspond with CHS provider assignment schedule and are within billable hours limits.

4. SUPERVISION

For purposes of professional services, Contractor will be under the general supervision of the CHS Director of Psychiatry, or other appropriate clinical supervision as designated by the CHS Medical Director. General administrative oversight is the responsibility of the CHS Director.

5. SCHEDULE

Contractor and Contractor's providers shall devote the number of contract hours, or a portion thereof, as assigned in writing by the CHS Director of Psychiatry, to the performance of the duties described in this contract. Contract hours will be scheduled to assure coverage and, as a result, may not be limited to normal business hours. Accountability for specific contract hours is to the CHS Director of Psychiatry, and the CHS Department Director. All requests for leave shall be put in writing at least 30 days prior to leave to the CHS Director of Psychiatry. Approval will be based on a first come first serve basis according to present staffing needs.

6. SECURITY CLEARANCE

The Contractor must receive security clearance from the Sheriff's Office prior to providing services in the detention facilities.

SECTION II

GENERAL PROVISIONS

PSYCHIATRIC SERVICES - CORRECTIONAL HEALTH

1. RECITALS

- A. Maricopa County through Correctional Health Services provides various health care services to inmates and detainees housed in County correctional and detention facilities.
- B. Correctional Health Services contracts with various health care professionals to provide patient care and other professional services including mental and behavioral health services, to such inmates and detainees.
- C. Contractor is an individual or organization who is, has, employs or contracts with duly qualified, licensed and/or certified to provide professional health care services, medical services, dental services, and/or psychiatric/psychological services in Arizona, or who has agents, employees, contractors or subcontractors who are so qualified, licensed or certified.
- D. By this Contract, the County retains Contractor to provide services in, to and through Correctional Health Services' program.

2. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth herein:

- A. Contract means this document and all attachments hereto.
- B. Contractor means the person, group, firm or organization, listed on the Cover Page of this Contract, and shall include all of its agents, employees or subcontractors.
- C. Contract Administrator means the person designated by the CHS Director to monitor contract status and compliance.
- D. Correctional Health Services (CHS) means a department of Maricopa County that provides various health care professional services to inmates and detainees housed in County correctional and detention facilities.
- E. County means Maricopa County and is synonymous with CHS.
- F. Director means the Director of Correctional Health Services or the designee.
- G. Director of Psychiatry means the physician, or the designee, who is responsible for the supervision of all psychiatric, behavioral, or mental health services provided by Correctional Health Services.
- H. Medical Director (CHS) means the physician, or the designee, who is responsible for the supervision of all medical services, including but not limited to medical, dental and mental health services provided by Correctional Health Services.

3. NON-EXCLUSIVE STATUS

The County reserves the right to have the same or similar professional service provided by individuals or entities other than the Contractor. This contract will be awarded to multiple vendors. The County reserves the right to add additional vendors to this contract on an as-needed basis.

4. UNIVERSALITY

This Contract is awarded by Maricopa County on behalf of Correctional Health Services. Any unit within Correctional Health Services that has need of the services identified herein may utilize it.

5. COOPERATION WITH OTHER CONTRACTORS AND SUBCONTRACTORS

The Contractor shall fully cooperate with other County contractors, County employees and carefully plan and perform its own work to accommodate the work of other County contractors and County employees. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractors or County employees.

6. AVAILABILITY OF FUNDS

- A. The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to Correctional Health Services for disbursement. The Director of Correctional Health Service shall be the sole judge and authority in determining the availability of funds for services under this Contract. Correctional Health Service shall keep the Contractor fully informed as to the availability of funds.
- B. If any action is taken by any State agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, Correctional Health Service may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination Correctional Health Service shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Contract. Correctional Health Service shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

7. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

- A. The Contractor will, during the term of this Contract, immediately inform the Director of Correctional Health Service in writing of the award of any other contract or grant, including any other contract or grant awarded by the County, where such contract or grant may affect directly or indirectly the services provided or costs being paid/reimbursed under this Contract. Contractor will provide a copy of such contracts or grant award upon request. Failure by the Contractor to notify the CHS of such award shall be considered a violation of the Contract and the County shall have the right to annul this Contract without liability.
- B. If the County determines that the award to the Contractor of such other contract or grant has affected the services or costs being paid or reimbursed under this Contract, Correctional Health Service shall prepare a Contract Amendment effecting the services or cost adjustment.

8. SAFEGUARDING CONFIDENTIAL PATIENT INFORMATION

Confidential and privileged patient information shall be safeguarded by Contractor and/or Contractor's medical providers pursuant to all applicable federal, state, and local laws, rules and/or regulations.

9. RIGHTS IN DATA

Contractor understands that any data, records, or documents resulting from this Contract are the property of Department; however, the parties agree that Contractor shall have access to such material without cost and such access is limited to activities in furtherance of the terms of this Contract, and subject to any restriction established by law, regulation or as otherwise noted in this Contract.

10. LAWS, RULES AND REGULATIONS

The Contractor understands and agrees that this Contract is subject to all local, state and federal laws, rules and regulations that pertain hereto, including but not limited to OSHA rules and regulations.

11. RETENTION AND ADEQUACY OF RECORDS

- A. The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for at least five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years. The County, federal or state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of any and all said materials.
- B. If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
- C. The Contractor agrees that County representatives displaying Maricopa County identification shall have the right during normal daytime business hours, to enter the Contractor's facility for the purpose of examining records and related documents pertaining to services performed under this Contract, and Contractor shall make available such records as requested, including Monthly Staffing Schedule, monthly service rotation schedules and records of fee-for-service income generated if allowed per this Contract.

12. AUDIT AND AUDIT DISALLOWANCES

- A. Contractor, upon written notice, shall reimburse Maricopa County for any payments made under this Contract which are disallowed by a Federal, state or Maricopa County audit in the amount of the disallowance.
- B. Should the County undertake court action concerning a disallowance the prevailing party shall receive as part of its remedy reasonable attorney fees, costs, expenses, and court costs.

13. CONTRACT COMPLIANCE MONITORING

The Contract Administrator shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On site visits for Contract compliance monitoring may be made by the County, CHS, and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the County's or CHS monitors, all records and accounts relating to the work performed or the services provided under this Contract, or under other grants and Contracts. If Maricopa County needs the assistance or expertise of a private accounting, auditing, health care financing or contract compliance firm, Contractor and Maricopa County will equally share such expense. Contractor agrees to take corrective action, which result from monitoring findings.

14. NON-DISCRIMINATION

The Contractor, in connection with any activity under this Contract, shall not discriminate against any patient on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Contractor shall include a clause to this effect in all Subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

15. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated fairly during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor will to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 99-4, and any other Federal, State or Local Law or Regulation which mandates that all persons shall have equal access to employment opportunities.

16. DISPUTES

- A. Except as otherwise provided by law, any dispute arising under this Contract shall be processed via the Maricopa County Procurement Code, as amended, which is hereby incorporated by reference.
- B. Disputes concerning issues of patient care shall be resolved in accordance with Maricopa County and CHS policies and procedures.

17. UTILIZATION REVIEW AND QUALITY ASSURANCE

The County or CHS will operate a utilization review and quality assurance process through which patient care can be monitored on a continuing basis. The utilization review and quality assurance process will include patient evaluation and review of diagnosis, treatment and follow-up care. All information and discussions from these processes will be confidential as required by law and pursuant to the terms of this Contract.

18. NON-LIABILITY

- A. The Contractor is considered an Independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County, except as specifically permitted in Paragraph 20.
- B. Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or its subcontractors or any employee, officer, agent, or representative of Contractor or subcontractor occurring in the performance of this Contract; except as specifically permitted in Paragraph 20.
- C. Maricopa County shall not be liable for purchases or contracts made by the Contractor in anticipation of the acquisition of this Contract or any funding provided hereunder.

19. INDEMNITY

- A. The Contractor agrees to indemnify, hold harmless, and defend Maricopa County, its officers and employees, their officers, boards, commissions and employees, from and against any and all claims, damages, suits and proceedings, regardless of the merits, from liability, punitive damages, costs or expense of every type, all or any part thereof arising out of or in connection with or by reason of any act or omission of the Contractor, its Subcontractors its agents, officers or employees; except as specifically permitted in Paragraph 20.
- B. Contractor shall reimburse the County for its costs and for time spent by its attorneys based upon reasonable attorneys fees prevailing in the community, for defense of any litigation, except as specifically permitted in Paragraph 20. Contractor shall include a clause to this effect in all subcontracts, assignments, or agreements.

20. PROFESSIONAL LIABILITY

- A. Contractor, Contractors' employees and subcontractors, if any, who are duly appointed to the Correctional Health Service Medical Staff and who provide health care, medical or professional services pursuant to the terms of this contract, shall be deemed agents of the County for purposes of determining professional liability for acts rising out of the performance of this Contract. Such professional liability coverage shall be for services performed as specified in the Work Statement of this Contract. The County through the Maricopa County Attorney's Office shall provide the defense and legal representation.
- B. The scope of the County's responsibility to Contractor, Contractors' physicians or professional employees and subcontractors who are duly appointed to the Correctional Health Service Medical Staff and who provide health care, medical or professional services is governed by the terms of the Maricopa County Self Insurance Trust, as amended.
- C. Maricopa County, its Risk Management Department and its Self Insurance Trust may defend or settle any claim or suit involving Contractor, its employees and/or subcontractors as it deems appropriate and Contractor's consent is not required. However, the County will make reasonable efforts to consult and coordinate with the Contractor or its medical providers prior to making and/or implementing any settlement decision.

21. ASSIST WITH DEFENSE ON LITIGATION

Contractor, Contractor's agents, officers, employees, and subcontractors agree to cooperate in the defense of any lawsuits or other quasi-legal actions arising from activities performed under this Contract. Cooperation may include, but not be limited to, participating in depositions, interpreting medical records, meeting with County Attorney staff, or other representatives of the County.

22. PRACTICE OUTSIDE THE SCOPE OF THIS CONTRACT

- A. The Contractor and any of Contractor's agents, officers, employees and subcontractors may engage in services separate and apart from this Contract provided that such practice does not interfere with the performance by the Contractor or its obligations as set forth herein. If the Contractor does engage in such services, Contractor shall secure and maintain in force, liability insurance and malpractice indemnification with minimum coverage of \$500,000 per occurrence and no less than \$1,000,000 annual aggregate coverage and shall furnish certificates of such coverage to the CHS Director. The Contractor shall provide the CHS Director with thirty (30) days prior written notice of cancellation, non-renewal or substantial change of its insurance coverage.
- B. The Contractor agrees that in the event it, or any of its employees are named as a defendant in litigation wherein professional misconduct is alleged, that it will advise the Director of Correctional Health Service in writing whether or not at the times alleged in the complaint it, or its agents, officers, employees or subcontractors were conducting County business in furtherance of this Contract and if the alleged negligence was not furtherance of County business pursuant to this Contract, then the Contractor will indemnify and hold harmless the County for any such alleged conduct in the event the County is also named as a defendant in the lawsuit.

23. TERM OF THIS CONTRACT AND RIGHT TO EXTEND

The Initial Term of this Contract shall be as set forth on the Cover Page, unless otherwise terminated or extended in accordance with the terms of this Agreement. Subject to the availability of funds and acceptable Contractor performance, Department may extend this Contract for up to four (4) additional one (1) year periods, not to exceed a total term of five (5) years from the Effective Date. Nothing herein shall in anyway be construed to guarantee that the County will subsequently extend or award a Contract to Contractor.

24. RENEGOTIATIONS AND ADJUSTMENTS TO CONTRACT TERM AND PRICE

Requests for change in Contract terms, including compensation, shall be submitted by Contractor one hundred twenty (120) days prior to the expiration date. Any such adjustment or increase must be mutually acceptable to department and the Contractor and be incorporated in an Amendment to this Contract.

25. DEFAULT AND SUSPENSION

The Department may suspend, modify or terminate this Contract in whole or in part, immediately upon written notice to Contractor in the event of a non-performance of stated objectives or any other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Department reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame or in the contractually prescribed manner.

26. TERMINATION

- A. Either party may terminate this Contract at any time, with ninety- (90) days prior notice in writing to the other party unless otherwise permitted by the terms of this Contract. Such notice shall be given by personal delivery or by registered or certified mail.
- B. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- C. Correctional Health Service shall have the right to terminate this Agreement for cause upon fourteen- (14) days prior written notice for any of the following reasons:
 - (1) Breach of this Contract, which is not corrected within fourteen (14) days after written notice thereof, served by certified or registered mail, return receipt requested.
 - (2) Unprofessional conduct as defined by A.R.S. 32-1401.
- D. If this Contract is to be terminated on the basis of Availability of Funds, per Paragraph 6, the ten- (10) day period addressed therein is the appropriate time limit for termination.
- E. This Contract is subject to cancellation in accordance with the provision of A.R.S. 38-511.
- F. This Contract will expire on the last date of the term of this Contract or on the date set forth on the Cover Page or any subsequent Amendment, unless such date has been extended, amended, or terminated consistent with the provisions of this Contract.
- G. Immediate Termination: Department may immediately terminate this Contract, in whole or in part
 - (1) When the life, health or safety of a Patient, County employee or County Contracted employee is jeopardized by the activities or inactivities of Contractor.
 - (2) With notice to the Contractor, upon the occurrence of any of the following events:
 - a. Loss, restriction or suspension of Contractor's licenses certification or other authority essential to its ability to perform its obligations under this Contract.
- H. The Dispute provisions referenced in Paragraph 16 do not apply if termination is based upon paragraphs A,B,D,E and G above.

27. SUBCONTRACTS/ASSIGNMENTS/AGREEMENTS

- A. No subcontract, assignment or agreement alters the Contractor's legal responsibility to the County to assure that all the provisions under this Contract are carried out. All terms and conditions in this Contract shall be included in all subcontracts, assignments or agreements.
- B. County may request the termination of any subcontract, assignment or agreement for the reasons set forth in Paragraph 26.

28. PROHIBITION AGAINST LOBBYING

- A. Contractor recognizes that pursuant to P.L. 101-121(U.S.C.1352) recipients of federal contracts, grants, loans, or cooperative agreements are prohibited from using appropriated funds to pay anyone to influence or attempt to influence Congress, or any agency, in connection with any federal grant, contract or loan.
- B. Contractor further agrees that it will not use, directly or indirectly, any of the monies received pursuant to the terms of this Contract for purposes of lobbying, influencing, or attempting to influence, any governmental entity, public official or member of any state, county, or local governmental entity.

29. CHANGES

- A. Director of Correctional Health Service may at their own discretion, by written order, make changes within the scope of this Contract in any of the following areas:
 - (1) Activities reflecting changes in funding source or County regulations, policies or requirements.
 - (2) Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or system regulations, policies or requirements.
- B. Such written order will not serve to increase or decrease the total compensation to be paid the Contractor; nor will such order direct substantive changes in services to be rendered by the Contractor.

30. AMENDMENTS

All Amendments to this Contract must be in writing and signed by both parties.

31. STRICT COMPLIANCE

- A. Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive any other requirement including strict compliance of all other obligations.
- B. Any changes in performance obligations under this Contract must be in writing and signed by all parties.

32. SEVERABILITY

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any provision hereof, and remaining provisions shall remain in full force and effect.

33. CONTRACT CONSTRUCTION

The terms of this Contract shall be construed in accordance with Arizona law; any action thereon shall be brought in the appropriate court in the State of Arizona.

34. SPACE, EQUIPMENT AND SUPPORT STAFF

County shall provide the Contractor with furnished space and equipment and non-physician personnel as is reasonable and necessary for proper administrative and clinical operation.

35. CONTRACTOR'S CONDUCT

Contractor will not engage in any conduct, activities, business or professional arrangements that jeopardize this Contract or Contractor's performance, obligations or duties under this Contract.

SECTION III**COMPENSATION****PSYCHIATRIC SERVICES - CORRECTIONAL HEALTH**

1. COMPENSATION

Subject to availability and authorization of funds for the explicit purposes set forth below, CHS will pay the Contractor for services rendered under this Contract as indicated in the following subsections.

2. HOURLY RATE

Contractor will indicate salary requirements for services on a "clinical hour rate" and an "on-call rate", specified on Attachment A. Salary may be negotiated based upon experience and credentials.

3. PROVIDER SCHEDULE AND BILLABLE HOURS

The Provider Schedule (including on-call coverage) will be developed on a bi-weekly basis by the CHS Director of Psychiatry and approved by the CHS Department Director. Actual billable hours may not exceed the approved Provider Schedule (including on-call coverage) without prior written approval of the CHS Department Director. Reimbursement for all services will be bi-weekly to coincide with the approved Provider Schedule. A timesheet must be completed reflecting the hours worked and signed by the Contractor and the CHS Director of Psychiatry

4. METHOD OF PAYMENT

- A. Maricopa County Finance Department will, within ten (10) working days from receipt of the statement or invoice, issue a warrant for payment up to the maximum total allowable for the previous period of service provision or work performance, up to the maximum number of units of service actually performed. Should there be a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for the disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes Clause of the General Provisions of this contract.
- B. The Contractor understands and agrees that the County will not honor any claim for payment submitted more than six months after date of service. All claims must be submitted within 30 days of County's fiscal year-end (June 30th) to assure payment for services provided during that fiscal year.
- C. CHS will issue a Quarterly Contract Status Report to Contractor that will include Contractor hours and dollars expended.

5. TAXES AND BENEFITS

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, worker's compensation and other mandatory governmental deductions or obligations, if any, and any pension or retirement program and in connection therewith Contractor shall indemnify and hold the County harmless for any and all liability which County may incur because of Contractor's failure to pay such taxes or obligations, as well as for the County's liability for any such taxes or obligations.

6. DEPARTMENT RECOUPMENT RIGHTS

In addition to any other remedies set forth in this Contract, Department has the right to recoup, offset or withhold from Contractor any monies that Contractor has received but not yet provided the services, where such monies should not have been provided to Contractor under the terms of this Contract or where Department is obligated to recoup under state or federal laws.

D.V. RAIKHELKAR, MD 4591 W. FLINT ST. CHANDLER, AZ 85226

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

P08.01.06/B0604641

PRICING:

ITEM DESCRIPTION	HOURLY RATE
------------------	-------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 75.00/hr <u>\$ 72.00/hr.*</u>
On-Call Rate	\$ 7.25/hr.

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

*Hourly rate corrected to read \$72.00/hr. Due to administrative error the rate was incorrectly stated as \$75.00/hr.
 This correction is retroactive to the original award date.

Federal Tax ID Number: 600 12 6115

Vendor Number: 600126115

Telephone Number: (480) 785 0936

Contact Person: Dheerendranath V. Raikhelkar

EMAIL raikhelkar@aol.com

Contract Period: To cover the period ending February 28, 2002.
February 28, 2003

CANCELLATION EFFECTIVITY DATE JUNE 05, 2002.

DIANA MELAZZO, D.O. 4132 E. PINCHOT AVE, PHOENIX, AZ 85018

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _____ YES ___X___ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X___ YES _____ NO

P08 01 06/B0604641

PRICING:

ITEM DESCRIPTION _____ HOURLY RATE

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 74.00 42.00/hr*
On-Call Rate	\$ 7.25/hr.

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number: _____ Private

Vendor Number: _____ G070572284

Telephone Number: _____ (602) 952-2905

Fax _____ (602) 344-5120

EMAIL _____ azgold3@netzero.net

Contact Person _____ Diana Melazzo

Contract Period: _____ To cover the period ending February 28, 2002.
 _____ February 28, 2003

~~CANCELLATION EFFECTIVITY DATE JUNE 08, 2002.~~

~~* Clinical rate of \$74.00/hr. effective 6/6/02.~~

CANCELLATION EFFECTIVITY DATE AUGUST 01, 2002.

ERIC GOLDBERG, D.O., 4132 E. PINCHOT AVE., PHOENIX, AZ 85018

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES X NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES X NO

P08.01.06/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
-------------------------	--------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 74.00 42.00/hr*
On-Call Rate	\$ 7.25/hr

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number: PRIVATE

Vendor Number G766625626

Telephone Number: (602) 952-2905

Fax (602) 344-5120

Contact Person Eric E. Goldberg D.O.

Contract Period: To cover the period ending February 28, 2002.
 February 28, 2003

*Clinical rate of \$74.00/hr. effective 6/6/02.

CANCELLATION EFFECTIVITY DATE SEPTEMBER 19, 2002.

~~WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X__ YES _____ NO~~

~~OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO~~

~~P08 01 06/B0604641~~

~~PRICING:~~

ITEM DESCRIPTION	HOURLY RATE
------------------	-------------

Psychiatry Services:

~~Licensed Psychiatrist~~

Clinical Rate	\$ 70.00/hr
---------------	-------------

On-Call Rate \$ 7.25/hr

~~NOTE: Hourly rates are subject to negotiation based on experience and credentials.~~

Federal Tax ID Number: 455 41 6045

Vendor Number: 455416045

Telephone Number: (800) 563-4988

Contact Person _____ **Contract Period:** To cover the period ending February 28, 2002.

JENNIFER B. LOTHIAN, MD, 1730 W. THOMAS RD., PHOENIX, AZ 85015

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO N/A

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO N/A

P08.01.06/B0604641

PRICING:

ITEM DESCRIPTION	HOURLY RATE
------------------	-------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 70.00/hr
On-Call Rate	\$ 7.25/hr

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number: 534-58-5670

Vendor Number: G639575170

Telephone Number: (602) 256-5593

Fax (602) 278-1642

Contact Person Jennifer Lothian

Contract Period: To cover the period ending February 28, 2002,
February 28, 2003

CANCELLATION EFFECTIVITY DATE MARCH 24, 2002.

JOSEPH J FRANZETTI, MD, 9645 E. DAVENPORT DR., SCOTTSDALE, AZ 85260

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

P08 01 06/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
--------------------------------	---------------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 74.00 70.00 /hr*
On-Call Rate	\$ 7.25/hr

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number 075-54-8898

Vendor Number: 075548898

Telephone Number: ~~(602) 256-5443~~ **(480) 314-1568**

Contact Person Alejandra Franzetti

Contract Period: To cover the period ending ~~February 28, 2002.~~
February 28, 2003

*** Hourly rate \$74.00/hr effective 7/1/2002.**

KEVIN HOFFERT, MD, 325 E. BLUEBALL LN., TEMPE, AZ 85281

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

P08 01 06/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
--------------------------------	---------------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 75.00/hr
On-Call Rate	\$ 7.25/hr

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number: 86-0555453

Vendor Number: 860555453

Telephone Number: (480) 946-9079

Email az@aol.com

Contact Person Kevin Hoffert MD.

Contract Period: To cover the period ending ~~February 28, 2002.~~
February 28, 2003

LEONARDO GARCIA-BUNUEL, MD, 437 E. MARIGOLD LN. TEMPE, AZ 85281

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

P08 01 06/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
-------------------------	--------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 73.00/hr
On-Call Rate	\$ 7.25/hr

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number: 220-36-9276

Vendor Number: G923399576

Telephone Number: (480) 990-7757

Fax (480) 990-0093

Email garciajordana@aol.com

Contact Person Leonardo Garcia-Bunuel MD

Contract Period: To cover the period ending ~~February 28, 2002.~~
February 28, 2003

~~CANCELLATION EFFECTIVITY DATE JUNE 04, 2002.~~

M. AKRAM BHATTI, MD, 3435 E. DESERT WILLOW RD., PHOENIX, AZ 85044

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO N/A

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES __X__ NO

P08 01 06/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
--------------------------------	---------------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 70.00 72.00 /hr*
On-Call Rate	\$ 7.25/hr

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number: 227-35-8922

Vendor Number: 227358922

Telephone Number: (480) 759-6772

Fax (602) 220-6129

Contact Person M. Akram Bhatti

Contract Period: To cover the period ending ~~February 28, 2002.~~
February 28, 2003

*** Hourly rate \$72.00 effective 9/16/2002.**

MARY ANN PICARDO, D.O., PO BOX 45019, PHOENIX, AZ 85064

~~WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _____ YES __X__ NO~~

~~OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____YES __X__NO~~

~~P08 01 06/B0604641~~

~~PRICING:~~

ITEM DESCRIPTION	HOURLY RATE
------------------	-------------

Psychiatry Services:

~~Licensed Psychiatrist~~

Clinical Rate **\$ 75.00/hr**

On-Call Rate \$ 7.25/hr

~~NOTE: Hourly rates are subject to negotiation based on experience and credentials.~~

Federal Tax ID Number: 86-0425394

Vendor Number: 860425394

Telephone Number: 602/506-4017

Fax 602/506-3270

Contact Person _____ Mary Ann Picardo

Contract Period: _____ **To cover the period ending February 28, 2002.**

MEDPRO, DEPARTMENT OF PSYCHIATRY

MEDICAL PROFESSIONAL ASSOCIATES OF ARIZONA, 3255 E. ELWOOD ST. SUITE 110, PHOENIX, AZ 85034

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

P08 01 06/B0604641

PRICING:

ITEM DESCRIPTION	HOURLY RATE
-------------------------	--------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 82.00/hr
On-Call Rate	\$ 7.25/hr

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number: 86-0724578

Vendor Number: 860724578 A

Telephone Number: 602/470-5000 344-5784 **470-5000**

Fax 602/470-5010 674-3945 **470-5000 5060**

Contact Person ~~Jennifer Dunn~~ **David Christiansen (x1018)**

Contract Period: To cover the period ending ~~February 28, 2002~~
February 28, 2003

PAMELA DRAPEAU, MD, PO BOX 6291, SCOTTSDALE, AZ 85261

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

P08 01 06/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
--------------------------------	---------------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 75.00 73.00 /hr*
On-Call Rate	\$ 7.25/hr

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number:	Private
Vendor Number:	G810512449
Telephone Number:	480/596-1755
Fax	602/256-5533
Email	msmd@aol.com
Contact Person	Pamela Drapeau, M.D.

Contract Period:	To cover the period ending February 28, 2002. February 28, 2003
------------------	--

*** Hourly rate \$75.00/hr effective 7/1/2002.**

10000 N. 31ST AVE, STE. C-101, PHOENIX, AZ 85051

PATRICIA CRELLIN, MD, 809 E. MARCONI AVE, PHOENIX, AZ 85022

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES __X__ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES __X__ NO

P08 01 06/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
-------------------------	--------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 70.00/hr
On-Call Rate	\$ 7.25/hr

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number 600-94-3704

Vendor Number: 600943704

Telephone Number: 602/502-6010

Fax Number: 602/ 997-6642

Contact Person Patricia Crellin

Contract Period: To cover the period ending February 28, 2002.

February 28, 2003

~~JILL R. ZWEIG, DO., 5110 N. 40TH ST., #104, PHOENIX, AZ 85018~~

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ~~_____ YES ___X___ NO~~

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ~~___X___ YES _____ NO~~

~~P08.01.06/B0604641~~

~~PRICING:~~

ITEM DESCRIPTION	HOURLY RATE
-----------------------------	------------------------

~~Psychiatry Services:~~

~~Licensed Psychiatrist~~

Clinical Rate	\$ 80.00/hr
On-Call Rate	\$ 7.25/hr

~~NOTE: Hourly rates are subject to negotiation based on experience and credentials.~~

~~Federal Tax ID Number 86-0735799~~

~~Vendor Number: 860735799~~

~~Telephone Number: 602/955-8077~~

~~Fax Number: 602/955-6865~~

~~Contact Person Marion Mullin~~

~~Contract Period: To cover the period ending February 28, 2003.~~

Cancellation effective September 25, 2002.

JOHN FORREST RIAN, PC, 14836 N. 2ND PLACE, PHOENIX, AZ 85022

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

P08 01 06/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
-------------------------	--------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$48.00/hr \$55.00/hr*
On-Call Rate	\$ 7.25/hr

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number ~~45-0790826~~ **75-2980636**

Vendor Number: ~~450790826~~ **752980636**

Telephone Number: ~~602/373-8389~~ **602/239-6859**

Fax Number: 602/ 239-6988

Contact Person John Rians

Email: rianjos@yahoo.com

Contract Period: To cover the period ending February 28, 2003.

*** Clinical rate fee schedule compensation change effective July 01, 2002.**

PATRICIA FANGOHR, MD, 4022 E. STANFORD DRIVE, PHOENIX, AZ 85018

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES X NO

P08.01.06/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
-------------------------	--------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 73.00/hr
On-Call Rate	\$ 7.25/hr

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number G794572178

Vendor Number: G794572178

Telephone Number: 602/808-7775

Fax Number: 602/ 808-7773

Email: trisha5@mindspring.com

Contract Period: To cover the period ending February 28, 2003.

Cancellation effective September 21, 2002.

JOSE JESUS URDANETA, 20217 N 29TH STREET, PHOENIX, AZ 85050
~~888 E. CLINTON STREET #2028, PHOENIX, AZ 85020~~

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

P08 01 06/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
-------------------------	--------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	\$ 48.00/hr*
On-Call Rate	\$ 7.50/hr

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number 51-0881295

Vendor Number: 510881295

Telephone Number: 602/749-9508

Fax Number: 602/239-6988

Contract Person Jose Urdaneta

Contract Period: To cover the period ending February 28, 2003.

* Clinical rate increase effective 7/1/02, w/confirmation of residency completion, to \$60.00/hr.
 Effective date of contract award 5/1/02.

THOMAS WILLIAM BUENKER, BANNER HEALTH ARIZONA, 925 E MCDOWELL ROAD 4TH FLOOR, PHOENIX, AZ 85006

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES __X__ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES __X__ NO

P080106/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
-------------------------	--------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	<u>\$ 55.00/hr</u>
On-Call Rate	<u>\$ 7.25/hr</u>

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number Private

Vendor Number: G898696297

Telephone Number: 602/239-6870

Fax Number: 602/239-6988

E-Mail Address (REP) tombuenker@hotmail.com

Contract Person Thomas Buenker

Contract Period: To cover the period ending February 28, 2003.

CONTRACT AWARD EFFECTIVE 07/01/2002.

VICKI A ALBERTS, 10226 W MONTEROSA STREET, PHOENIX, AZ 85037

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES __X__ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES __X__ NO

P080106/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
-------------------------	--------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	<u>\$ 55.00/hr</u>
On-Call Rate	<u>\$ 7.25/hr</u>

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number Private

Vendor Number: G866714760

Telephone Number: 623/772-5554

Fax Number: 623/772-8388

E-Mail Address (REP) valberts1963@yahoo.com

Contract Period: To cover the period ending February 28, 2003.

CONTRACT AWARD EFFECTIVE 07/01/2002.

JANICE BRAY, 1334 E CHANDLER BLVD #5-A26, PHOENIX, AZ 85048

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

P080106/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
<u>Psychiatry Services:</u>	
Licensed Psychiatrist	
Clinical Rate	<u>\$ 80.00/hr</u>
On-Call Rate	<u>\$ 7.25/hr</u>

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number	Private
Vendor Number:	G865711123
Telephone Number:	602/290-9132
Contract Period:	To cover the period ending February 28, 2003.

CONTRACT AWARD EFFECTIVE 08/01/2002.

VINOD B PATEL, PO BOX 15355, SCOTTSDALE, AZ 85267

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

P080106/B0604641

PRICING:

<u>ITEM DESCRIPTION</u>	<u>HOURLY RATE</u>
-------------------------	--------------------

Psychiatry Services:

Licensed Psychiatrist

Clinical Rate	<u>\$ 80.00/hr</u>
---------------	--------------------

NOTE: Hourly rates are subject to negotiation based on experience and credentials.

Federal Tax ID Number 86 0572610

Vendor Number: 860572610

Telephone Number: 602/433-3424

Fax Number: 480/860-0157

E-Mail Address (REP) patel911@hotmail.com

Contract Period: To cover the period ending February 28, 2003.

~~CONTRACT AWARD EFFECTIVE 09/01/2002.~~

CONTRACT CANCELLATION EFFECTIVE 1/31/03.